

SOLICITATION/CONTRACT				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF 31		
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Control, POC Name: 040563/Laina J. Ouellette				REQUISITION NUMBER N66604-3356-3AF4						
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER N66604-04-R-0563		5. SOLICITATION TYPE SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/>		6. SOLICITATION ISSUE DATE 2004 APR 29		
7. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5913, Simonpietri Drive Newport, RI 02841-1708 ouellettelj@npt.nuwc.navy.mil				CODE N66604		8. THIS ACQUISITION IS <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS </div> <div> <input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> OTHER: </div> </div> <div style="display: flex; justify-content: space-between;"> <div>NAICS CODE 335921</div> <div>SIZE STANDARD 1,000 employees</div> </div>				
9. SOLICITATION: SEALED OFFERS IN ORIGINAL AND 2 COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON 2004 JUN 01 . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.										
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input checked="" type="checkbox"/> SUPPLIES <input type="checkbox"/> SERVICES Neoprene Cable Assemblies										
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.					12. ADMINISTERED BY CODE _____					
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____					PAS# _____ SCD _____					
14. PAYMENT WILL BE MADE BY CODE _____										
TELEPHONE NO. _____ DUNS NO. _____					SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: 14					
15. PROMPT PAY DISCOUNT					16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/>					
17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES				19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT		
	The drawings for this solicitation will not be exhibited on our web site. This data can be obtained by sending your Email request to Laina J. Ouellette at OUELLETTEJ@NPT.NUWC.NAVY.MIL citing RFP N66604-04-R-0563 and your JCP number. Please include your complete address and cage code. See Attachment #4 for JCP information.									
DIST:										
23. ACCOUNTING AND APPROPRIATION DATA								24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)		
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS				
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
NAME AND TITLE OF SIGNER (TYPE OR PRINT)			DATE SIGNED			NAME OF CONTRACTING OFFICER			DATE SIGNED	

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include Zip Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX
STAMP
HERE

TO: **Commercial Acquisition Department, Building 11**
Naval Undersea Warfare Center Division, Newport
Code 591, Simonpietri Drive
Newport, RI 02841-1708

SOLICITATION NO. N66604-04-R-0563
DATE AND LOCAL TIME 2004 JUN 01, 2:00 P.M.

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B20 SUPPLIES/SERVICES AND PRICES - IDIQ FFP (NOV 2001)

This is an Indefinite Delivery-Indefinite Quantity contract with Firm Fixed Price provisions. Authorized Ordering Officers may issue orders for supplies or services in accordance with the schedule provided as Attachment #1. The Contractor shall perform in accordance with those orders.

Instructions to Offerors. Complete all Unit Price, Amount and Delivery Weeks ARO blocks and return with your offer.

SECTION C	DESCRIPTION / SPECIFICATIONS/WORK STATEMENT
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C12 STATEMENT OF WORK - IDIQ (SEP 2001)

Services shall be performed in accordance with the Statements of Work which are included in the individual orders. These Statements of Work detail efforts that fall within the scope of the basic contract Statement of Work, Attachment #2.

C54 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION D PACKAGING AND MARKING

D11 PRESERVATION, PACKAGING, PACKING AND MARKING (SEP 2001)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: (from DD Form 1447 Block 2 or DD Form 1155 Block 1)
ORDER NUMBER (if an Indefinite Delivery contract): (from DD Form 1155 Block 2)
REQUISITION NUMBER: (from DD Form 1447, except for orders use DD Form 1155 Block 4)

MARK FOR:	Robert Roush	15233	401-832-8449
	<u>Name</u>	<u>Code</u>	<u>Telephone No.</u>

D24 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

SECTION E INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE	(AUG 1996)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(MAR 2003)

E11 INSPECTION AND ACCEPTANCE AT ORIGIN (HARDWARE) (AUG 1999)

(a) Inspection and acceptance of the supplies to be furnished hereunder shall be made by the designated Contract Administration Office Quality Assurance Representative (CAO-QAR) at the following Contractor's or subcontractor's plant: ____ (as designated in K15-6, "Place of Performance").

(b) The Government requires advance notice of inspection per FAR 52.246-2, "Inspection of Supplies - Fixed Price, paragraph (i)(2). The contractor shall notify the Government representative cited in para. (a) above as follows:

- (1) CLINs/SCLINS: All
- (2) Period of Advance Notice: 15 working days
- (3) Method of Advance Notice: In Writing

(c) If the contract also provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.211-16	VARIATION IN QUANTITY para.(b) fill-ins: variation shall be limited to: <u>five</u> Percent increase <u>zero</u> Percent decrease shall apply to: <u>the total contract quantity</u> .	(APR 1984)
52.211-17	DELIVERY OF EXCESS QUANTITIES	(SEP 1989)
52.242-15	STOP-WORK ORDER	(AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK	(APR 1984)
52.247-34	F.O.B. DESTINATION	(NOV 1991)
52.247-48	F.O.B. DESTINATION – EVIDENCE OF SHIPMENT	(FEB 1999)

F18 DELIVERY AT DESTINATION (AUG 1999)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer
Naval Undersea Warfare Center, Division Newport
Naval Station Newport, Bldg. 47
47 Chandler Street
Newport, RI 02841-1708

F11-8 TIME OF DELIVERY (FAR 52.211-8) (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>WITHIN DAYS AFTER DATE OF CONTRACT</u>
<u>All</u>	<u>See Schedule B</u>	<u>See Schedule B</u>

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays. If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

SECTION G CONTRACT ADMINISTRATION DATA

G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JAN 2004)

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

(d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.

(e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.

(f) The address and telephone number of the Contracting Officer is:

Name: H. J. Marsocci
Address: Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 5913
Simonpietri Drive
Newport, RI 02841-1708
Telephone: Commercial: 401-832-1582; DSN: 432-1582
Email: marsoccihj@npt.nuwc.navy.mil

G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE

The Paying Office will mail payments to:

*

* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

G18 CONTRACT ADMINISTRATION FUNCTIONS (HARDWARE)

(a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) The Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All functions of FAR 42.302(a).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)

(3) The function of FAR 42.302(b)(6).

(c) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

G24 DELAY IN DELIVERY NOTIFICATION

The cognizant CAS component shall, in accordance with FAR 42.1104(a)(2)(vii), notify the Procuring Contracting Officer of any anticipated or actual delay in delivery or performance of this contract.

GX50 TECHNICAL LIASON

(a) The following person is hereby specified as the technical liason for this contract:

Name: Robert Roush Code: 15233

Address: Naval Undersea Warfare Center Division, Newport
Bldg. 113
Newport, RI 02841

Telephone: Commercial: (401) 832-8449; DSN: 432-8449

(b) The technical liason acts as the representative for the Contracting Officer by performing the following duties:

(1) Monitors contractor performance.

(2) Ensures that the Contractor performs within the scope of the SOW set forth in the contract or delivery order.

(3) Monitors the use of Government furnished material, property and equipment.

(4) Establishes and maintains a standard file on assigned contracts/delivery orders.

(5) Notifies the Contracting Officer of any problems in the above areas.

- (6) Provides a written evaluation of contractor performance, via the "Contractor Performance Evaluation Report", to the PCO.
- (7) Reviews procurement request prepared by the procurement originator to ensure that it presents a clear description of work to be accomplished and data to be delivered.
- (8) Maintains a file on all correspondence relating to the contractor's performance, whether satisfactory or unsatisfactory.

(c) The technical liaison will not instruct the contractor on how to perform or give contractual direction to the contractor. This type of direction or change to the provisions of the contract may only be authorized by the Contracting Officer. Only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the contract between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor unless the PCO or ACO has issued a formal modification.

SECTION H SPECIAL CONTRACT REQUIREMENTS

HX28 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the clause entitled, Indefinite Quantity (FAR 52.216-22), the contract minimum quantity is a total of \$50,000 worth of orders. The contract maximum quantity is a total of 4,500 units for all the cable assemblies for the five year term of the contract.

HX29 ORDERING

(a) Ordering. Items to be furnished under this contract shall be furnished at such times as ordered by the issuance of Delivery Orders (DO) on a DD Form 1155 by an Ordering Officer of the Naval Undersea Warfare Center Division, Newport. All DO's issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any DO. When mailed, a DO shall be "issued" for purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the Contractor.

(b) Information. Each DO shall include, at least the following:

- (1) Date of order
 - (2) Contract and order number
 - (3) Appropriation and accounting data
 - (4) Item number, description, unit price and total amount for each item required.
 - (5) DD Form 1423, Contract Data Requirements List, if any.
 - (6) Destination for each Item
 - (7) The total price (The effective date of the order or modification shall determine which year item prices apply.)
- (Delivery dates shall be specified in modifications only. See Attachment #1 schedule for delivery time.)

(c) Oral Orders. Oral DOs (or modifications to DOs) may be placed only as follows. The information described above shall be furnished to the contractor at the time of placing an oral DO and shall be confirmed by issuance of a written DO on DD Form 1155 within five working days. Unilateral DOs cannot be issued orally.

(d) Unilateral Orders. DOs under this contract will ordinarily be issued unilaterally. Situations may arise where orders will be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the Contractor to perform and any disagreement shall be deemed a dispute within the meaning of the Disputes clause.

(e) Cautionary Note. Nothing stated in a DO, in a quote, or in discussions thereto, can modify the basic contract terms or regulations governing this contract.

SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 2003)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION WITH DFARS 252.204-7004 (ALT A) (NOV 2003)	(OCT 2003)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-5	MATERIAL REQUIREMENTS	(AUG 2000)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 1997)
52.216-18	ORDERING para.(a) fill-in: from <u>effective date of contract</u> para.(a) fill-in: through <u>59 months thereafter</u>	(OCT 1995)
52.216-19	ORDER LIMITATIONS para.(a) fill-in: less than <u>1 unit</u> ; para.(b)(1) fill-in: in excess of <u>1,000 units</u> ; para.(b)(2) fill-in: in excess of <u>4,500 units</u> ; para.(b)(3) fill-in: within <u>30 days</u> ... para.(d) fill-in: within <u>5</u> days...	(OCT 1995)
52.216-22	INDEFINITE QUANTITY para.(d) fill-in: after <u>30 days after term of basic contract</u> .	(OCT 1995)
52.219-4	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS ___ Offer elects to waive the evaluation preference.	(JAN 1999)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	(OCT 2001)

52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – DISADVANTAGED STATUS AND REPORTING	(OCT 1999)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	(APR 1996)
52.222-18	CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS	(FEB 2001)
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	(JAN 2004)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	(DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.223-6	DRUG-FREE WORKPLACE	(MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	(AUG 2003)
52.225-8	DUTY-FREE ENTRY	(FEB 2000)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	(JAN 2004)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	(APR 2003)
252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	(APR 2003)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(FEB 2003)
252.225-7021	TRADE AGREEMENTS	(AUG 2003)
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	(JUN 2000)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	(OCT 2003)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)
52.227-9	REFUND OF ROYALTIES	(APR 1984)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	(APR 2003)
52.230-2	COST ACCOUNTING STANDARDS	(APR 1998)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	(NOV 1999)
52.232-1	PAYMENTS	(APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	(FEB 2002)
52.232-11	EXTRAS	(APR 1984)
52.232-17	INTEREST	(JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT	(OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(OCT 2003)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	(JAN 2004)
52.233-1	DISPUTES	(JUL 2002)
52.233-3	PROTEST AFTER AWARD	(AUG 1996)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)
52.243-1	CHANGES - FIXED PRICE	(AUG 1987)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	(DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(APR 2003)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)

52.246-23	LIMITATION OF LIABILITY	(FEB 1997)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	(SEP 1996)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

I32-9000 SUBMISSION OF INVOICES (FIXED PRICE) (NAPS 5252.232-9000) (JUL 1992)

- (a) "Invoice" as used in this clause does not include contractor's requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF26 - Block 10; SF33 - Block 23; SF1447 - Block 14), unless orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD1155 - Block 13 or SF26 - Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
- ___ a separate invoice for each activity designated to receive the supplies or services.
- X a consolidated invoice covering all shipments delivered under an individual order.
- ___ either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

I52-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION J LIST OF ATTACHMENTS

J11 LIST OF ATTACHMENTS – IDIQ (FEB 2002)

<u>ATTACHMENT</u>		Pages
1	Section B Supplies/Services and Prices	6
2	Statement of Work	2
3	Comments in the Interest of Competition	1
4	Joint Certification Program	1

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(APR 2003)

K16 OFFEROR DATA (JAN 2004)

(a) The offeror shall identify the individuals that are authorized to negotiate on its behalf with the Government in connection with this solicitation:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail address</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(b) Offerors shall provide the data requested below. Provide the data for each subcontractor exceeding \$100,000.

(1) Contractor Identification Data.

DUNS Number _____

CAGE Code _____

(2) Contractor Systems Approval Data. Explain any disapproval, or approval pending, etc. in the cost proposal.

(i) Accounting System (All contracts other than Firm Fixed Price)

Date Submitted _____ Date Approved _____ By _____

Limitations _____

(ii) Cost Accounting Standards Disclosure Statement (Large Businesses Only)

Date Submitted _____ Date Approved _____ By _____

Latest Revision of CASB _____

Date Submitted _____ Date Approved _____ By _____

Potential Non-Compliances (As notified by ACO) _____

(iii) Purchasing System (See FAR 44.302)

Date Submitted _____ Date Approved _____ By _____

(iv) Forward Pricing Rate Agreement (If Applicable)

Date Submitted _____ Date Approved _____ By _____

(v) Facilities Clearance (Security) (If Required by DD Form 254)

Date Submitted _____ Date Approved _____ By _____

(3) Contract Administration Data. Identify the cognizant Defense Contracting Management (DCM) Agency and Defense Contract Audit Agency (DCAA) offices.

DCM Office _____

ACO (or POC) Name and Telephone _____

DCAA Office _____

Auditor (or POC) Name and Telephone _____

K03-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of this disclosure.

K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name: _____

TIN: _____

**K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5)
(MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K07-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (FAR 52.207-4) (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K09-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities.

Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

K11-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (DFARS 252.211-7005) (FEB 2003)

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed

and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmamil/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall -

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

Affected Contract Line Item Number,
Subline Item Number, Component,
or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

K15-6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable box] to use one or more plants or facilities at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of Owner and
Operator of the Plant or Facility
if other than offeror or respondent

**K19-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002) – ALT I
(APR 2002)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(2) The small business size standard is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

“Service-disabled veteran-owned small business concern” -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K19-22 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either –

☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 134 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that-

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that -

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K22-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K23-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that---

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*-

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located within any State of the United States or its outlying areas.

**K25-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES
(DFARS 252.225-7003) (APR 2003)**

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
- (1) The offer exceeds \$10 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
 - (i) Exceeds \$500,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for-
- (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using-
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

**K30-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1)
(JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and
- (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	(OCT 2003)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: _____ DX or <u>X</u> DO rated order	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(JUN 2003)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)

L2 OTHER INSTRUCTIONS TO OFFERORS (NOV 1999)

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror.

L3 PRE-AWARD POINT OF CONTACT

The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters. The contract negotiator is identified in Block 7 of the SF 1447.

L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

L5 REQUIREMENTS FOR OFFEROR COMPLETION (APR 2002)

Certain sections of this solicitation require the offeror to provide information. The list that follows indicates the clauses, provisions and attachments that require offeror completion and that may be included in this solicitation. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. Clause B20 (See Attachment #1)

Section F - Deliveries or Performance. Clause F11-8

Section G - Contract Administration Data. Clause G15

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

Section J - Attachments. Number 1

L7 NOTICE TO SUBMIT A SUBCONTRACTING PLAN FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

- (a) The contractor shall, in accordance with the provisions of FAR 52.219-9, submit a subcontracting plan for small business and small disadvantaged business concerns to the PCO with an informational copy provided to the ACO.
- (b) For offers pursuant to a solicitation, the subcontracting plan shall be submitted as part of the Cost Proposal.
- (c) For Letter contracts, the subcontracting plan shall be submitted by the date on which the contractor submits a priced proposal for definitization.

L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS

- (a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

- (1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.

- (2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.

- (3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.

- (4) In addition to Government sources, items may be available from public libraries and commercial sources.

- (b) All NUWC Division, Newport specific forms are attached; see Section J.

L12 DRAWINGS AND SPECIFICATIONS MAY BE RETAINED

The drawing(s) and/or specifications listed in Section J and accompanying this bid or proposal may be retained by the bidder or offeror for future reference.

L16 SUBMISSION OF COST OR PRICING DATA (AUG 2000)

- (a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit certified cost or pricing data with its proposal.

(b) If, prior to contract award, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-1(c)(1), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L30 PROPOSAL SUBMISSION - GENERAL REQUIREMENTS (APR 2003)

(a) Offerors must respond to all requirements of the solicitation document. Submit proposals to the address indicated in block 7 of the SF1447.

(b) Proposal Format. This section specifies the format that offerors shall use in submitting proposals in response to this solicitation. The intent is to provide a certain degree of uniformity in the format of the proposals to ensure a complete, fair and efficient evaluation.

(1) Partition. Offerors are required to submit their proposals in separate parts as follows:

(i) Letter of Transmittal, if any

(ii) Original plus 2 copies of the signed solicitation document with all the required fill-ins completed. Staple this document together for submittal. ***Do not alter or punch holes in the solicitation document.***

(iii) Volume I - Technical Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Technical Proposal". Exclude any reference to the pricing aspects of the offer.

(iv) Volume II - Cost/Price Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Cost Proposal".

(v) Page Limits and Copies.

<u>Volume</u>	<u>Maximum Number of Pages</u>	<u>Copies Required</u>
Volume I - Technical	<u>10</u> (Not including Personnel Qualification Sheets, Personnel Data Forms or Past Performance Data, if any.)	Original plus <u>4</u> copies
Volume II - Cost	<i>No Limit</i>	Original plus <u>2</u> copies

Important Note: Offerors shall not include CLASSIFIED material in the volumes.

(2) General Format and Markings.

(i) The text of the proposal shall be printed single sided on 8 1/2 by 11 inch paper. Pages shall be consecutively numbered. Type size shall be 10 point "Times" font or equivalent, uncompressed and unreduced. Text shall be single-spaced with margins of at least one inch on all sides. Foldout pages up to 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror.

(ii) Provide a Table of Contents in sufficient detail so that the important proposal elements can be easily located. The use of tabs and dividers is encouraged. The proposal Title Page will include all information required in (iii) below plus identification of copies bearing original authorizing signatures.

(iii) The Cost and Technical volumes shall be in standard three-ring loose-leaf binders that can be easily opened and closed. Binders shall be marked as follows:

- Proposal Title
- Proposal Category (Technical or Cost)
- Volume number
- Security classification (Unclassified only)
- RFP number
- Name and address of the offeror
- Serial number/copy number

(iv) Subcontractor data submitted directly to the Government in support of the prime offeror's cost proposal shall follow the format described above. Subcontractor submittals shall prominently identify the prime offeror.

(c) Style.

- (1) Submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the solicitation. General or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement.
- (2) Do not elaborate unnecessarily or provide other presentations beyond that sufficient to present a complete and effective proposal. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. Either of these may be construed as an indication of a lack of understanding or cost consciousness.
- (3) Do not repeat information required in the responses in two or more proposal data requirements. Include detailed information in the area of the proposal where it contributes most critically. In other areas where a repeat discussion is necessary, provide a reference to the detailed discussion location.
- (4) Provide all pertinent information in sufficient detail to permit evaluation of the proposal. Provide cross-references so that the Government can trace the various related discussions.

LX34 TECHNICAL PROPOSAL - COMPLEX ITEM (AUG 2001)

I. Organization. The technical proposal shall include information and documentation in sufficient detail to clearly identify the offer's overall merit, divided in the following sections, in the order listed.

Past Performance

A. Past Performance. In a separate attachment, provide information relative to past performance.

1. Provide a list of all (maximum of 10) contracts and subcontracts with a value exceeding \$100,000 that are currently in process or have been completed during the past two years. If the maximum is exceeded, list the 10 most current actions. Contracts listed shall include those entered into with Federal, state or local governments as well as commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:

- Contract Title
 - Date of Award
 - Name of contracting activity or commercial firm
 - Contract number
 - Contract type
 - Total contract value
 - Brief narrative (less than 20 lines) describing your involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors.
 - Procuring Contracting Officer* and telephone
 - Administrative Contracting Officer*, if different, and telephone
 - Government Program Manager* or COR, and telephone
- *Or non-Government official with similar duties or rank

2. Describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599. Identify what segment of the company (one division or the entire company) received the award or certification and when it was received. If the award or certification is over three years old, present evidence that the qualifications still apply.

3. Provide similar past performance data for major subcontractors (those performing more than 25% of the effort).

4. This paragraph does not apply if the solicitation is conducted under the 8(a) program, or is set-aside for small business concerns. In addition, it applies only if the first two digits of the NAICS Code of this solicitation are 31, 32, 33, 54, 56, 61, or 62. The Government will evaluate the participation of Small Disadvantaged Business (SDB) concerns in the contract. In order to receive credit for the participation of SDB concerns in the contract, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately. The offeror must provide copies of the latest DD294 submitted under the 5 most recent contracts that have an applicable Small Business Subcontracting Plan. Credit under this provision is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

L06-7000 DOMESTIC SOURCE RESTRICTION (DFARS 252.206-7000) (DEC 1991)

This solicitation is restricted to domestic sources under the authority of 10 U.S.C. 2304(c)(3). Foreign sources, except Canadian sources, are not eligible for award.

L11-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (FAR 52.211-2) (DEC 2003)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil/>; or
- (b) By submitting a request to the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

L11-9000 NOTICE TO OFFERORS -- USE OF OZONE DEPLETING SUBSTANCES (NAPS 5252.211-9000) (AUG 1993)

(a) In accordance with section 326 of Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

<u>Class I ODS Identified</u>	<u>Specification/Standard</u>
--------------------------------------	--------------------------------------

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1) (JAN 2004)

(a) *Definitions.* As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing”, “writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct

discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity (IDIQ) with Firm Fixed Price provisions contract resulting from this solicitation.

L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the issuing office indicated in Block 7 of the SF 1447.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its

quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION M EVALUATION FACTORS FOR AWARD

M10 SINGLE AWARD

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government intends to make a single award. The Government reserves the right to make a single award to the offeror whose offer is considered to be in the best interest of the Government, price and other factors considered.

MX35 EVALUATION FOR AWARD - BEST VALUE (JUL 2001)

(a) Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in value of technical (non-cost) features of proposals with the difference in the cost to the Government. Offers will be evaluated on each of the following factors:

Past Performance

Price

(b) Past Performance is more important than Price. Although Price is less important than the other factor, it is important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

(c) Past Performance. Past performance will be evaluated as an indicator of the offeror's expected future performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance are representative of the types of data that may be considered. The Government may contact points of contact listed in the offeror's proposal for the purpose of obtaining additional past performance information. The number of contacts, if any, will be determined by the Government at its discretion. Selection of contacts may be random.

(1) The Government may consider information concerning the offeror's past performance that is not contained in the proposal. This may include information furnished by points of contact not named in the proposal or information from other sources.

(2) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(d) Price. Price will be evaluated as follows.

- For those line items with multiple quantities, multiply the unit price for each Contract Line Item Number (CLIN) for each year by the maximum quantity listed for each CLIN to derive an amount for each CLIN; total the amount for all CLINs within the year and divide by the maximum quantity total. Multiply the average unit price by the largest quantity of units listed under that year to arrive at the evaluated price for that year. The following is an example:

ITEM	DESCRIPTION	QTY/UNIT	UNIT \$	AMOUNT
0001 AA	TR330/330A Cable Assembly Right Angle, Part # 6396307,	1-50 EA	\$780.00	\$39,000.00

NSN 5845-01-491-8698

0001	TR330/330A Cable Assembly			
AB	Right Angle, Part # 6396307, NSN 5845-01-491-8698	1-100 EA	\$712.00	\$71,200.00
0001	TR330/330A Cable Assembly			
AC	Right Angle, Part # 6396307, NSN 5845-01-491-8698	<u>101-200</u> EA	\$678.00	<u>\$135,600.00</u>
		350		\$210,700.00

The total amount \$210,700.00 is divided by the total quantity 350. This amount is multiplied by the largest possible quantity for the line item, which is 200. The following is the calculation:

$$\$210,700.00/350 = \$602.00$$

$$\$602.00 \times 200 = \$120,400.00$$

The total evaluated amount for TR330/330A Cable Assembly is \$120,400.00

- Add evaluated amounts for all years to arrive at the Total Evaluated Price for the contract.

SCHEDULE B

	NEOPRENE CABLE ASSEMBLIES														
				YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5		REQUIRED *	OFFEROR's *
ITEM	DESCRIPTION	QTY	UNIT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	DELIVERY	PROPOSED
														WEEKS ARO	DELIVERY
	TR330/330A Cable Assembly Right Angle, Part # 6396307, NSN 5845-01-491-8698														WEEKS ARO
0001AA	TR-330/330A Cable Assembly with **	1-50	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	34	
0001AB	TR-330/330A Cable Assembly with **	51-100	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	34	
0001AC	TR-330/330A Cable Assembly with **	101-200	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	36	
0001AD	TR-330/330A Cable Assembly with **	201-300	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	38	
0001AE	TR-330/330A Cable Assembly with **	301-400	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	38	
0001AF	TR-330/330A Cable Assembly with **	401-500	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	55	
0001AG	TR-330/330A Cable Assembly with **	501-600	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	55	
0001AH	TR-330/330A Cable Assembly with **	601-700	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	60	
0001AJ	TR-330/330A Cable Assembly with **	701-800	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	60	
0001AK	TR-330/330A Cable Assembly with **	801-900	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	70	
0001AL	TR-330/330A Cable Assembly with **	901-1000	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	70	

****ASSEMBLY INCLUDES 36 FEET OF RAW CABLE IN ACCORDANCE WITH NAVSEA DRAWING 53711-6396316**

Offerors shall complete the unit price and delivery schedule in blocks provided. Unit price shall include cost of parts plus labor.

NOTE: Offers for less than the total quantity for all the above subline items specified are UNACCEPTABLE.

***Refer to Clause F11-8, Time of Delivery**

SCHEDULE B

				YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5		REQUIRED *	OFFEROR's *
ITEM	DESCRIPTION	QTY	UNIT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	DELIVERY	PROPOSED
	TR-353A Cable Assembly, Part # 3981025, NSN 5995- 01-246-1489													WEEKS ARO	DELIVERY
															WEEKS ARO
0002AA	TR-353A Cable assembly with ***	1-50	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	26	
0002AB	TR-353A Cable assembly with ***	51-100	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	26	
0002AC	TR-353A Cable assembly with ***	101- 200	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	28	
0002AD	TR-353A Cable assembly with ***	201- 300	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	28	
0002AE	TR-353A Cable assembly with ***	301- 400	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	28	
0002AF	TR-353A Cable assembly with ***	401- 500	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	30	
0002AG	TR-353A Cable assembly with ***	501- 600	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	30	
0002AH	TR-353A Cable assembly with ***	601- 700	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	34	
0002AJ	TR-353A Cable assembly with ***	701- 800	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	34	
0002AK	TR-353A Cable assembly with ***	801- 900	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	34	
0002AL	TR-353A Cable assembly with ***	901- 1000	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	36	

***ASSEMBLY INCLUDES 41 FEET OF RAW CABLE IN ACCORDANCE WITH DRAWING 03981093 REVISION A

Offerors shall complete the unit price and delivery schedule in blocks provided. Unit price shall include cost of parts plus labor.

NOTE: Offers for less than the total quantity for all the above subline items specified are UNACCEPTABLE.

*Refer to Clause F11-8, Time of Delivery

SCHEDULE B

ITEM	DESCRIPTION	QTY	UNIT	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5		REQUIRED *	OFFEROR's *
				U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	DELIVERY	PROPOSED
														WEEKS ARO	DELIVERY
															WEEKS ARO
	TR-317C Cable Assembly, Part # 03411003, NSN 5095- 01-449-1453														
0003AA	TR-317C Cable Assembly with ****	1-50	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	16	
0003AB	TR-317C Cable Assembly with ****	51-100	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	16	
0003AC	TR-317C Cable Assembly with ****	101- 200	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	18	
0003AD	TR-317C Cable Assembly with ****	201- 300	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	18	
0003AE	TR-317C Cable Assembly with ****	301- 400	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	20	
0003AF	TR-317C Cable Assembly with ****	401- 500	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	20	
0003AG	TR-317C Cable Assembly with ****	501- 600	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	22	
0003AH	TR-317C Cable Assembly with ****	601- 700	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	22	
0003AJ	TR-317C Cable Assembly with ****	701- 800	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	23	
0003AK	TR-317C Cable Assembly with ****	801- 900	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	24	
0003AL	TR-317C Cable Assembly with ****	901- 1000	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	24	

***ASSEMBLY INCLUDES 31 FEET OF RAW CABLE IN ACCORDANCE WITH MIL DTL 915/8 (DSS-3)

Offerors shall complete the unit price and delivery schedule in blocks provided. Unit price shall include cost of parts plus labor.

NOTE: Offers for less than the total quantity for all the above subline items specified are UNACCEPTABLE.

*Refer to Clause F11-8, Time of Delivery

SCHEDULE B

ITEM	DESCRIPTION	QTY	UNIT	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5		REQUIRED *	OFFEROR's *
				U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	DELIVERY	PROPOSED
	DT-513C Cable Assembly, Part # 7335408-1, NSN 5995-01-480-7490													WEEKS ARO	DELIVERY
															WEEKS ARO
0004AA	DT-513C Cable Assembly with *****	1-4	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0004AB	DT-513C Cable Assembly with *****	5-7	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0004AC	DT-513C Cable Assembly with *****	8-10	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0004AD	DT-513C Cable Assembly with *****	11-15	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0004AE	DT-513C Cable Assembly with *****	16-20	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0004AF	DT-513C Cable Assembly with *****	21-25	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0004AG	DT-513C Cable Assembly with *****	26-30	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0004AH	DT-513C Cable Assembly with *****	31-35	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0004AJ	DT-513C Cable Assembly with *****	36-40	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0004AK	DT-513C Cable Assembly with *****	41-45	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0004AL	DT-513C Cable Assembly with *****	46-50	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	

*****ASSEMBLY INCLUDES 150 FEET OF RAW CABLE IN ACCORDANCE WITH DRAWING 7335408_Rev-

Offerors shall complete the unit price and delivery schedule in blocks provided. Unit price shall include cost of parts plus labor.

NOTE: Offers for less than the total quantity for all the above subline items specified are UNACCEPTABLE.

*Refer to Clause F11-8, Time of Delivery

SCHEDULE B

				YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5		REQUIRED *	OFFEROR's *
ITEM	DESCRIPTION	QTY	UNIT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	DELIVERY	PROPOSED
	DT-513C Cable Assembly, Part # 7335408-2, NSN 5995-01-480-7491													WEEKS ARO	DELIVERY
															WEEKS ARO
0005AA	DT-513C CABLE ASSEMBLY WITH *****	1-4	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0005AB	DT-513C CABLE ASSEMBLY WITH *****	5-7	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0005AC	DT-513C CABLE ASSEMBLY WITH *****	8-10	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0005AD	DT-513C CABLE ASSEMBLY WITH *****	11-15	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0005AE	DT-513C CABLE ASSEMBLY WITH *****	16-20	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0005AF	DT-513C CABLE ASSEMBLY WITH *****	21-25	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0005AG	DT-513C CABLE ASSEMBLY WITH *****	26-30	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0005AH	DT-513C CABLE ASSEMBLY WITH *****	31-35	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0005AJ	DT-513C CABLE ASSEMBLY WITH *****	36-40	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0005AK	DT-513C CABLE ASSEMBLY WITH *****	41-45	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	
0005AL	DT-513C CABLE ASSEMBLY WITH *****	46-50	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	10	

*****ASSEMBLY INCLUDES 250 FEET OF RAW CABLE IN ACCORDANCE WITH DRAWING 7335408_Rev-

Offerors shall complete the unit price and delivery schedule in blocks provided. Unit price shall include cost of parts plus labor.

NOTE: Offers for less than the total quantity for all the above subline items specified are UNACCEPTABLE.

*Refer to Clause F11-8, Time of Delivery

SCHEDULE B

				YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5		REQUIRED *	OFFEROR's *
ITEM	DESCRIPTION	QTY	UNIT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	U/PRICE	AMOUNT	DELIVERY	PROPOSED
	DT-513E Cable Assembly, Part # 7335410-1, NSN 5845-01-480-9208													WEEKS ARO	DELIVERY
															WEEKS ARO
0006AA	DT-513E Cable Assembly	1-4	EA	\$	\$	\$	\$	\$	\$	\$	\$			14	
0006AB	DT-513E Cable Assembly	5-7	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	14	
0006AC	DT-513E Cable Assembly	8-10	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	14	
0006AD	DT-513E Cable Assembly	11-15	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	14	
0006AE	DT-513E Cable Assembly	16-20	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	14	
0006AF	DT-513E Cable Assembly	21-25	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	14	
0006AG	DT-513E Cable Assembly	26-30	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	14	
0006AH	DT-513E Cable Assembly	31-35	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	14	
0006AJ	DT-513E Cable Assembly	36-40	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	14	
0006AK	DT-513E Cable Assembly	41-45	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	14	
0006AL	DT-513E Cable Assembly	46-50	EA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	14	

Offerors shall complete the unit price and delivery schedule in blocks provided. Unit price shall include cost of parts plus labor.

NOTE: Offers for less than the total quantity for all the above subline items specified are UNACCEPTABLE.

***Refer to Clause F11-8, Time of Delivery**

STATEMENT OF WORK

1.0 Introduction/Scope

The Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) is responsible for the manufacturing/qualification/supply of all U.S. Submarine Outboard Cable Assemblies. At the present time, NUWCDIVNPT requires increases in the available inventory of cable assemblies and other associated long lead parts to supply/manufacture emergent requirements to the fleet.

The contractor shall manufacture cable assemblies/components for NUWCDIVNPT. A listing of cable assemblies and cable assembly components to be manufactured under this contract will be provided as government furnished information (GFI).

All cable assemblies/components to be provided shall conform to the requirements of the individual drawings/specifications provided as GFI.

2.0 APPLICABLE DOCUMENTS/GOVERNMENT FURNISHED INFORMATION (GFI)

2.1 Applicable Documents

- a. MIL-STD-2073-1D Standard Practice for Military Packaging
- b. MIL-DTL-915F Cable and Cord, Electrical, for Shipboard Use, General Specification for
- c. MIL-PRF-85045F Cables, Fiber Optics (Metric), General Specification For
- d. MIL-C-17G Cables, Radio Frequency, Flexible and Semirigid, General Specification for
- e. MIL-C-24231D Connectors, Plugs, Receptacles, Adapters, Hull Inserts and Hull Insert Plugs, Pressure Proof, General Specification for
- e. MIL-C-24217A(1) Connectors, Electrical, Deep Submergence, Submarine

2.2 Government Furnished Information (GFI)

- a. Applicable NAVSEA Drawings:
 - 03981028_01_C Plug, Pre-Molded
 - 5516975 Cable Assembly
 - 6396307 Stave Cable Assembly
 - 7335408_01 Cable Assembly DT-513C & F Hydrophone
- b. NAVSEA S9320-AM-PRO-020/MLDG; Underwater Cable Assembly and Encapsulated Components, Fabrication, Repair and Installation Manual; Volume II; Molding and Inspection Procedures for Fabricating Connector Plugs for Submarine Outboard Cables
- c. NAVSEA S9320-AM-PRO-030/MLDG; Underwater Cable Assembly and Encapsulated Components, Fabrication, Repair and Installation Manual; Volume III; Non-conductive Coating Plasma Spray Process and Procedures.

3.0 General

The detailed requirements are as specified in the applicable drawings and MILSPECS pertaining to the specific types of cable assemblies or components. These documents provide general requirements and specifications applicable to all types of neoprene cable assemblies. It also includes general requirements and specifications for neoprene jacketed cable, connectors (to include NCC), inserts and pressure caps.

3.1 Cable Assemblies

The contractor shall fabricate/supply, neoprene molded cable assemblies. The contractor shall provide all necessary material, equipment, and support services required to fabricate these assemblies. Cable assembly manufacturing shall be in accordance with the applicable documents/government furnished information of paragraph 2.0, 2.1 and 2.2.

4.0 Quality Assurance Program

Quality assurance shall be in accordance with ISO 9000, applicable cable assembly drawings, MILSPECS and NAVSEA documents as specified in Section 2. The contractor shall maintain an in-house quality assurance program to ensure that all material and services delivered are in accordance with the contractual requirements as specified herein. The in-house system shall address testing, test equipment, test procedures, data records, documentation, in-process tests, final tests, fabrication, assembly processes. The data records must be maintained for a minimum of seven years.

The Government reserves the right to monitor any or all tests, disassembly procedures and repair procedures. The Government reserves the right to perform, at its own expense, such additional tests as it may deem necessary to verify quality.

5.0 Receipt Documents for Cable Assemblies

The contractor shall provide one copy each of the actual receipt documents (DD Form 1348-1 or equivalent) and/or the Material Inspection receiving Report (DD250), which support each item shipped.

JA12 COMMENTS IN THE INTEREST OF COMPETITION

The Competition Advocate (CA) of the Naval Undersea Warfare Center (NUWC) Division, Newport is charged with maximizing competition for NUWCDIVNPT procurements. In pursuit of this goal, the CA seeks to ensure that all competitive solicitations are formed in such manner as to not be unduly restrictive, and to be feasibly performed by several competitors.

Parties with suggestions regarding means by which NUWCDIVNPT can increase competition are encouraged to submit letters to:

Naval Undersea Warfare Center Division, Newport
Competition Advocate, Code 59, Building 11
Simonpietri Drive
Newport, RI 02841-1708

The CA especially desires information regarding aspects of NUWCDIVNPT solicitations which have influenced firms' decisions not to propose. If suggestions relate to specific solicitations, please include relevant extracts.

Comments requested herein are for planning purposes only; parties wishing to affect current solicitations should contact the Contracting Officer.

UNITED STATES / CANADA JOINT CERTIFICATION PROGRAM

The Joint Certification Program (JCP) established the eligibility of a U.S. or Canadian contractor to receive technical data governed by DoD Directive 5230.25. This Directive sets forth policies, procedures and responsibilities for the withholding of unclassified technical data from public disclosure. DoD Directive 5230.24, a companion directive, establishes the distribution marking system for DoD-controlled technical documents. The U.S. / Canada Joint Certification Program is managed by the U.S. / Canada Joint Certification Office (JCO). The JCO, a common jointly staffed office, is located at the Defense Logistics Information Service (DLIS), 74 Washington Avenue North, Battle Creek, MI 49017-3084 (Tel. 800-352-3572) and online at www.dlis.dla.mil/jcp/. The JCO receives and processes certification forms submitted by U.S. and Canadian contractors that wish to obtain access to unclassified technical data disclosing critical technology under the control of, or in the possession of DoD. To become certified, U.S. contractors must submit a completed DD Form 2345 to the JCO. Canadian contractors may submit either a completed DD Form 2345 or DSS-MAS 9739 for certification. However, a DD Form 2345 shall be used when a Canadian contractor intends to request access to DoD-controlled technical data. In addition, a copy of the firm's State/Provincial Business License, Incorporation Certificate, Sales Tax Identification Form other documentation which verifies the legitimacy of the company must accompany all DD Forms 2345.

As the drawings required for this solicitation are stamped "Distribution D", they can only be provided to firms which have already been certified by the JCP, which can be proven through provision of the assigned JCP number. No drawings will be provided to uncertified firms.